



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN, & CONSTRUCTION (FMDC)
REQUEST FOR QUOTATION (RFQ)

IFB NO.: JN09-7700-0006
TITLE: Janitorial Services – 202 S. Kingshighway Sikeston, MO
ISSUE DATE: May 30, 2009

BUYER: Vernon Morris
PHONE NO.: (573) 526-1136
E-MAIL: Vernon.morris@oa.mo.gov

RETURN BID NO LATER THAN: June 12, 2009 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in FMDC office (301 W High Street, Room 730) by the return date and time.

RETURN BID TO: Office of Administration – FMDC OR FAX TO: (573) 526-8071
301 West High Street, Room 730 (please not, both)
PO BOX 809
JEFFERSON CITY, MO 65102

CONTRACT PERIOD: July 1, 2009 through June 30, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Division of Facilities Management, Design, and Construction
202 S. Kingshighway
Sikeston, MO

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation (Revised 08/28/08). The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Facilities Management, Design, and Construction or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of janitorial services in the building located at 202 South Kingshighway, Sikeston, MO as set forth herein.

1.1.2 This document, referred to as a Request for Quotation (RFQ), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page
- 5) Exhibits A-F
- 6) Attachments 1 and 2
- 7) Terms and Conditions

1.2 Background Information:

1.2.1 The tenants of the building located at 202 South Kingshighway, Sikeston, Missouri consist of offices and employees of the Missouri Career Center and the Department of Economic Development.

1.2.2 The building is approximately 6,750 total square feet.

1.3 Tour of Building:

1.3.1 A tour of the building will be held on **Wednesday, June 3, 2009**, beginning promptly at **1:00 p.m.** The purpose of the tour is to allow potential bidders an opportunity to inspect the building prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential bidders attending the tour will be maintained for verification purposes.

1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the building and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.

1.3.3 Bidders are strongly encouraged to advise the Division of Facilities Management, Design, and Construction, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

1.3.4 All questions regarding the Request for Quotation and/or the competitive procurement process **must** be directed to Vernon Morris of the Division of Facilities Management, Design and Construction at (573)526-1136.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the building located at 202 South Kingshighway, Sikeston, MO for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the "*state agency*"), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building, the building's contents, and the building tenants. The contractor shall agree and understand that the building tenants shall assign a contact person (hereinafter referred to as the "*lead tenant contact person*") to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.3 The contractor shall provide services for all areas of occupied building, unless otherwise specified by the state agency. However, the state agency reserves the right to add or delete areas of the building for which the contractor shall provide services.
- a. Any changed, added, or deleted areas of the building for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Facilities Management, Design, and Construction.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

2.2 Equipment and Supply Requirements:

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- a. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at www.carpet-rug.org.)
- b. Vacuums must be equipped with the proper filter or bag; the filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- c. Pile lifter must be a commercial quality "pile lifter" pile brush, equipped with a rotary brush and an industrial type two (2) motor commercial vacuum equipped with high efficiency filtration bag. (Certified Pile Lifter, Minuteman CC-3 Pile Lifter or comparable).
- 2.2.2 Products, Supplies, and Materials hereinafter (also referred to as "*product(s)*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
- a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should only use environmentally preferable products, unless specified elsewhere.
- 1) For the purposes of the contract, "*environmentally preferable*" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials

acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.

- b. Active micro fiber technology should be used where appropriate to reduce cleaning chemical consumption.

2.2.3 The contractor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning supplies and materials necessary to perform the services required by the contract.

- a. The contractor must provide toilet tissue, liquid hand soap, and paper towels which meet the following minimum specifications and are approved by the state agency.
 - 1) Toilet tissue should be non-chlorine bleached, 2-ply, roll, must fit the tissue dispenser installed in the building and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select or equal).
 - 2) Paper towels should be unbleached, must be folded to fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
 - 3) Liquid hand soap must be a good grade containing antiseptic.
 - 4) Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.
 - 5) Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- b. The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the state agency. The contractor must replace such rugs/mats as deemed necessary by the state agency.

2.2.4 The contractor shall be assigned a closet(s) in the building (hereinafter referred to as the “*janitorial closet*”) for storage of all janitorial equipment, materials, and supplies necessary for the building.

2.2.5 The contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.

2.2.6 Prior to the contractor’s use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building. The Material Safety Data Sheets shall become the property of the State of Missouri.

2.3 Specific Service Requirements: The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc.

2.3.1 **DAILY REQUIREMENTS:** The contractor shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 6:00 p.m. and 11:00 p.m.

- a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
- b. Clean all kitchens and break rooms including washing and disinfecting all hard surfaces.
- c. Thoroughly sweep all hard surface floors using treated brooms or dust mops.
- d. Replace rugs/mats when necessary.

- e. Using active micro fiber technology, wipe all flat surfaces including, but not limited to, file cabinets, partition top edges, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc.
- f. Wet mop all hard surface floors to give a clean and satisfactory appearance.
- g. Remove cobwebs from all ceilings, doors, and corners within the building, as needed.
- h. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed.
- i. Clean and disinfect drinking fountains.
- j. Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- k. Empty all wastebaskets, and trash, and disposal containers. Place trash and recyclable paper in appropriate containers. Wash wastebaskets and replace plastic liners, as needed.
- l. Spot clean all carpet as spots appear.
- m. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- n. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.
- o. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- p. Clean janitorial closets after completion of the daily tasks and before exiting the building.
- q. Wash all tables, as needed. Wipe all plastic chairs, as needed.
- r. Spot clean all doors and frames.
- s. Spot clean all elevator walls and both sides of elevator doors.
- t. Replace light tubes/bulbs.
- u. Any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.

2.3.2 WEEKLY REQUIREMENTS: The contractor shall perform the following task(s) at least one (1) time per week. The contractor shall perform the listed task(s) between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

- a. Walk the outside perimeter of the building, including parking lot(s) and remove any trash or debris.
- b. In the growing months, or at the discretion of the lead tenant contact person, cut and trim the grass on all sides of the premises and remove all weeds and debris.

- 2.3.3 **MONTHLY REQUIREMENTS:** One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- a. Spray buff all hard surface floors.
 - b. Clean/dust all venetian/mini-blinds.
 - c. Clean all baseboards.
 - d. Clean the carpet in elevators via wet extraction method. Wash elevator walls and ceilings.
 - e. Clean/vacuum all vents.
- 2.3.4 **QUARTERLY REQUIREMENTS:** The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof wax floor finish.
 - b. Clean both sides of all interior windows.
 - c. Clean all glass surfaces, other than windows.
 - d. Thoroughly wash, clean, and disinfect all wastebaskets.
- 2.3.5 **SEMI-ANNUAL REQUIREMENTS:** The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. In addition, the first performance of each task must be within the first sixty (60) days of the effective date of the contract. (Depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing some of the following tasks for the first six months of the original contract period only.) The contractor must perform the listed tasks between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- a. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person.
 - b. Thoroughly wash both sides of all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
 - c. Dust all pipes and ductwork.
- 2.3.6 **ANNUAL REQUIREMENTS:** The contractor shall provide the following annual tasks within the first sixty (60) days of the effective date of the contract, and then one (1) time per year thereafter, by the 10th working day of October. (Depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing some of the following tasks during the original contract period only.) The contractor must perform the listed tasks between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

- a. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
- b. Clean all wall surfaces, taking care not to use any liquid that will mar or scratch paneling.
- c. Vendor must provide ice melt and snow removal during the winter months, limited to: entryways and sidewalks leading up to building.

2.4 Restroom Requirements: The contractor shall clean and disinfect all restrooms located in the building in accordance with the following. For purposes of restroom requirements, “*clean*” shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

2.4.1 DAILY REQUIREMENTS: The contractor shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 6:00 p.m. and 11:00 p.m.

- a. Clean all surfaces of all restrooms located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- i. Remove spots, stains, scuff marks, and finger and hand prints.
- j. Report all damage.

2.4.2 WEEKLY REQUIREMENTS: The contractor shall perform the following weekly tasks one (1) time per week. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

- a. Clean air diffusers in all restrooms.
- b. Pour five (5) gallons of water down each floor drain.
- c. Spot clean exposed pipes.

2.4.3 MONTHLY REQUIREMENTS: One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 6:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

- a. Clean and disinfect all walls.
- b. Machine scrub all restroom floors.

2.5 Personnel Requirements:

- 2.5.1 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.
- 2.5.2 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.5.3 The contractor, or the contractor's personnel designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.
 - a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.
- 2.5.4 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- 2.5.5 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.6 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site and are wearing an article of clothing identifying the contractor and have a visible picture ID tag at all times.
- 2.5.7 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.
- 2.5.8 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building, including any interior loading dock area.
- 2.5.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building.

2.6 Security Requirements:

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building locked while the contractor and the contractor's personnel are on the premises.

- 2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency instructions in order to protect the security of the building.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
 - b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.6.4 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the state agency prior to providing service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.
- a. Prior to the first (1st) day of service of the contract and prior to assignment of any new person to provide services under the contract, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance information obtained from the State Highway Patrol for each person assigned to the building,
 - 2) A completed Authorization for Release of Information Form (Attachment #1), and Confidentiality Oath (Attachment #2) individually signed by the contractor and each person assigned to the building.
 - b. The state agency and/or lead tenant contact person shall have the right to deny access to the building to any of the contractor's personnel for any reason.
- 2.6.5 In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

2.7 Reporting Requirements:

- 2.7.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the "*task schedule notice*".
- 2.7.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which

prevented the contractor's personnel from performing the contractual service. The daily log shall remain at the building at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the State of Missouri.

2.8 Payment and Invoicing Requirements:

2.8.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the state agency at the address stated below. The contractor must include the number of square feet cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, contract number, the building location, and the dates of service on each monthly invoice.

**Office of Administration
Division of Facilities Management, Design & Construction
Attn: Vernon Morris
301 W. High St., Rm. 730
PO Box 809
Jefferson City, MO 65102**

2.8.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

2.8.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.9 Contractual Compliance and Liquidated Damages:

2.9.1 Because the contractor was familiar with the building and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.9.2 Contract Monitoring - The state agency and/or lead tenant contact person shall monitor the contract throughout the effective period of the contract to ensure contractual compliance. If there are reported concerns related to the contractor or contractor's personnel performance of services, if the contractor's performance does not meet the requirements stated herein, or if the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the contractor shall be considered in breach of contract and subject to the remedies available to the State of Missouri, including charging the contractor any of the liquidated damages described in the Liquidated Damages

paragraphs below and/or contract cancellation (as described in the Cancellation of Contract provisions included in the attached Terms and Conditions). The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what constitutes a substandard, deficient, incomplete service or other performance concern as stated herein. Any such determination by the state agency shall be final and without recourse.

2.9.3 Liquidated Damages - The contractor shall agree and understand that any assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances and shall not be construed as a penalty. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

a. For each task required herein that is not performed by the contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and by observation of the state agency, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

1) Daily Requirement	\$2.50 per task
2) Weekly Requirement	\$7.50 per task
3) Monthly Requirement	\$10.00 per task
4) Quarterly Requirement	\$15.00 per task
5) Semi-Annual Requirement	\$20.00 per task
6) Annual Requirement	\$25.00 per task

b. Furthermore, the contractor must respond to any contact from the state agency and/or lead tenant contact person regarding substandard, deficient, or incomplete service within twenty-four (24) hours following notification of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what shall be considered as a reasonable amount of time. In the event the contractor fails to respond to the state agency or lead tenant contact person within twenty-four (24) hours or in the event the contractor fails to correct the problem within a reasonable amount of time, the contractor shall pay liquidated damages to the state agency in accordance with one (1) of the following calculations:

- 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the total cost charged by such company to perform the service.
- 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.

c. For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay the state agency liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:

- 1) Security Clearance documentation (paragraph 2.6.4)

- 2) Task Schedule Notice (paragraph 2.7.1)
- 3) Daily Log (paragraph 2.7.2)
- 4) Material Safety Data Sheets (paragraph 2.2.6)
- 5) Response to any contact from the state agency regarding substandard, deficient, or incomplete service (paragraph 2.9.3b)

d. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.

2.9.4 If, as a result of contract monitoring, the state agency and/or lead tenant contact person determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor by the state agency and/or lead tenant contact person of the determination of high-risk and of any special conditions or restrictions to be imposed.

2.10 Other Contractual Requirements:

2.10.1 Contract - A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Division of Facilities Management, Design, and Construction's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Facilities Management, Design, and Construction or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Quotation (RFQ). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Facilities Management, Design, and Construction shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Facilities Management, Design, and Construction exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Facilities Management, Design, and Construction, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

- b. The Division of Facilities Management, Design, and Construction does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.10.4 Termination - The Division of Facilities Management, Design, and Construction reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.10.5 Transition: Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the contract.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required per the contract to an organization designated by the state agency.
 - b. Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits.
 - c. If requested in writing by the state agency, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 2.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations

agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10.9 Authorized Personnel - The contractor understands and agrees that by signing the RFQ, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

2.10.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.10.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property

of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

- 2.10.12 Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.10.13 Contractor Equipment Use: Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 2.10.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Division of Facilities Management, Design, and Construction a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Facilities Management, Design, and Construction.
 - b. The Division of Facilities Management, Design, and Construction will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Facilities Management, Design, and Construction determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Division of Facilities Management, Design, and Construction for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Facilities Management, Design, and Construction detailing all efforts made to secure a replacement. The Division of Facilities Management, Design, and Construction shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

3.1.1 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.

- a. The bid should be page numbered.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.

3.1.2 Open Records – Pursuant to RSMo 610.021, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.

3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the mailed bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.

3.1.4 Questions Regarding the RFQ - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the buyer of record indicated on the first page of this RFQ.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-8071
- b. Bidders are advised that any questions received less than ten calendar days prior to the RFQ opening date may not be answered.
- c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the RFQ, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Bidders and their agents who have questions regarding this matter should contact the buyer.

3.1.5 Attachments 1 and 2 are required after contract award and are not needed with the bid submission.

3.2 Evaluation Process – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder:

3.2.1 Low Bid Determination:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on a total annual cost determined using the per square foot, per months prices stated on the Pricing Page for the original contract period and each potential renewal period times the total square footage amount listed in the Background Information section of the RFQ and the quantities listed below for supplemental services.
- 2) Cost points shall be computed from the total cost using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.2.2 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the preference, the bidder must meet following the conditions and provide the following evidence:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The bidder must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The bidder must provide the following information with the bid:

- ✓ Participation Commitment - The bidder must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit B** Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Request for Quotation (RFQ) number or other identifier) in an amount that must equal the amount specified on the bidder's Participation Commitment Form, **Exhibit A**; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the bidder’s bid is awarded, the participation committed to by the bidder on Exhibit A, Participation Commitment, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.

3.2.3 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

- a. Responsibility and Reliability in Experiences:
 - 1) The bidder should complete **Exhibit C** with information related to previous and current services/contracts performed by the bidder’s organization and any proposed subcontractors which are similar to the requirements of this RFQ.
 - 2) If references for current and/or previous contracts are not identified in the bid, the Division of Facilities Management, Design, and Construction may request that the bidder identify one or more references. The Division of Facilities Management, Design, and Construction must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.
- b. Familiarity of Buildings – A bidder’s familiarity with the building is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on **Exhibit D**, the bidder should document a thorough knowledge of the buildings based on either (1) the bidder’s attendance at a tour, or (2) through other knowledge of the buildings gained from some other means.
 - 1) The state agency will provide the Division of Facilities Management, Design and Construction with the attendance record documenting all bidders who attended the scheduled tour.
 - 2) If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder’s familiarity with the physical layout, condition, etc. of the buildings. The bidder is advised that neither the review of buildings floor plans nor an independent public viewing gives an accurate account or knowledge of the buildings for janitorial purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the buildings.

3.3 Miscellaneous Submittal Information

- 3.3.1 Missouri Service-Disabled Veteran Business Preference - Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete **Exhibit E**, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.
- 3.3.2 Affidavit of Work Authorization and Documentation - Pursuant to 285.530 RSMo, if the bidder meets the RSMo 285.525 definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder’s enrollment and participation in the E-Verify

federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete and submit applicable portions of **Exhibit F**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization with the bid. The applicable portions of **Exhibit F** must be submitted prior to an award of a contract.

3.3.3 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Facilities Management, Design and Construction. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

3.4 Contract Award

3.4.1 Final Determination - Any bid which does not comply with the mandatory requirements of the RFQ will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performance of janitorial services similar to the services required herein, particularly provided in a similar sized building for a period of not less than twelve consecutive months, and/or (3) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings, and/or (4) failure of the bidder to provide a reference(s).

3.4.2 The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein

4. PRICING PAGE

- 4.1 Janitorial Services** - The bidder shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. With the exception of the Supplemental Services, all costs associated with providing Janitorial Services shall be included in the stated prices.

Description <i>C/S Code: 91039</i>	Original Contract Period with (2) - Renewal periods <i>firm, fixed price</i>
Janitorial Services for: 202 South Kingshighway Sikeston, MO	 \$ _____ <i>per square foot,</i> <i>per month</i> <i>*No Increases*</i>

Bidder's Name: _____ Representing: _____

Address: _____

City: _____ State: _____ Zip: _____

Vendor number (if known): _____ Federal Employer ID #: _____

Phone: _____ Fax: _____

E-mail: _____

Signature: _____

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid.

EXHIBIT A**PARTICIPATION COMMITMENT**

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		
2.		
3.		

EXHIBIT B**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFQ, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind

_____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the bidder has committed to you (*as the participating organization*) for the products/services you are providing:

_____ % of Total Value of Contract
 or
 _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT C**PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience similar to the services required. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	
Reference Information (Prior Services Performed For:)	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Prior/Current Services:	
Dollar Value of Services	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: ____ Yes ____ No. If yes, indicate the square footage of carpeted area: _____

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT D**Familiarity of Buildings**

The bidder must document a thorough knowledge of the buildings based on either (1) the bidder's attendance at the scheduled tour, or (2) through other knowledge of the buildings gained from some other means.

<hr/>	<p>I attended the scheduled tour.</p> <p>The bidder's attendance at the tour shall be verified by the attendance record.</p>
<hr/>	<p>I did <u>not</u> attend the scheduled tour.</p> <p>The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc., of the buildings. The bidder is advised that neither the review of buildings floor plans nor an independent public viewing gives an accurate account of knowledge of the buildings for janitorial purposes.</p> <hr/> <hr/> <hr/>

EXHIBIT E**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Facilities Management, Design, and Construction has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information**Business Information**

 Service-Disabled Veteran's Name, (Please Print)

 Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business

EXHIBIT F
BUSINESS ENTITY CERTIFICATION,
ENROLLMENT DOCUMENTATION,
AND
AFFIDAVIT OF WORK AUTHORIZATION

Business entity, as defined in RSMo 285.525 pertaining to RSMo 285.530, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B below.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (*Company/Individual Name*) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in RSMo 285.525 pertaining to RSMo 285.530 as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of Subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (*Company/Individual Name*) is awarded a contract for the services requested herein under _____ (*Bid Number*) and if the business status changes during the life of the contract to become a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, then _____ (*Company/Individual Name*) shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; **AND**
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT F, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530 as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the bidder must:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

The bidder should complete and submit items (2) and (3) above with the bid but must submit them prior to an award of a contract.

E-VERIFY CONTACT INFORMATION:

Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm;

Phone: 888-464-4218;

Email: e-verify@dhs.gov.

ACCEPTABLE E-VERIFY ENROLLMENT AND PARTICIPATION DOCUMENTATION:

Acceptable E-Verify enrollment and participation documentation consists of the following:

EITHER

- From the E-Verify Memorandum of Understanding (MOU) Revised July 18, 2007, if defined as a business entity, the bidder/ must submit both: 1) a valid, completed copy of the first page of the MOU identifying the bidder and 2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

OR

- From the E-Verify Memorandum of Understanding (MOU) Revision Date 10/29/08, if defined as a business entity, the bidder must submit the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division. (The Social Security Administration is not a signatory on the 10/29/08 MOU.)

EXHIBIT F, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the RSMo 285.525 definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (*Name of Business Entity Authorized Representative*) as _____ (*Position/Title*) first being duly sworn on my oath, affirm _____ (*Business Entity Name*) is enrolled and will continue to participate in the E-Verify federal work authorization program in respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (*Bid Number*) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that _____ (*Business Entity Name*) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (*Bid Number*) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

ATTACHMENT #1

(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT,
DESIGN & CONSTRUCTION

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT #2

(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

STATE OF MISSOURI, OFFICE OF ADMINISTRATION**CONFIDENTIALITY OATH**

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**

TERMS AND CONDITIONS -- REQUEST FOR QUOTATION

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **OFFICE OF ADMINISTRATION/DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFQ or to a contract.
- c. **Attachment** applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.
- e. **Bidder** means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- f. **Buyer** means the procurement staff member of the OA/FMDC. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFQ for the bidder to complete and submit with the bid prior to the specified target date and time.
- j. **Request for Quotation (RFQ)** means the solicitation document issued by the OA/FMDC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified bid target date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of OA/FMDC.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the OA/FMDC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the OA/FMDC if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, requirements, competitive bid process, etc., must be directed to the buyer from the OA/FMDC, unless the RFQ specifically refers the bidder to another contact. Such communication should be received at least five calendar days prior to the official bid target date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ target date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the OA/FMDC in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The OA/FMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The OA/FMDC reserves the right to officially amend or cancel an RFQ after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.

- b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the OA/FMDC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- h. Bids, including all prices therein, shall remain valid for 90 days from bid target date unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted either by a hard copy delivered or faxed to the OA/FMDC office. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered or faxed bids should be received in the OA/FMDC office prior to the target time and date specified in the RFQ.
- b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official target date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the OA/FMDC office, may be modified by signed, written notice which has been received by the OA/FMDC prior to the official target date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the OA/FMDC office, may only be withdrawn by a signed, written notice or facsimile which has been received by the OA/FMDC prior to the official target date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering or faxing a hard copy bid to OA/FMDC must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed and e-mail no-bid notifications shall be accepted.

6. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the OA/FMDC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an RFQ, OA/FMDC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the OA/FMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The OA/FMDC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, OA/FMDC may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the OA/FMDC to the successful bidder. The OA/FMDC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by OA/FMDC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation will be considered open records pursuant to Section 610.021 RSMo.
- k. The OA/FMDC maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The OA/FMDC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by OA/FMDC.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) OA/FMDC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the OA/FMDC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the OA/FMDC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the OA/FMDC, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

13. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the OA/FMDC may cancel the contract. At its sole discretion, the OA/FMDC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide OA/FMDC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the OA/FMDC will issue a notice of cancellation terminating the contract immediately.
- c. If the OA/FMDC cancels the contract for breach, the OA/FMDC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the OA/FMDC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the OA/FMDC immediately.
- b. Upon learning of any such actions, the OA/FMDC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the OA/FMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the OA/FMDC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.